APPENDIX A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
LONDON

GARMEDA COAL COMPANY, *Plaintiff*

vs. No. 615

INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA, *et al., Defendants*

Filed; Aug. 5, 1954

ADDITIONAL FINDINGS AND CONCLUSIONS

This cause coming on to be heard upon the motion of the plaintiff for additional Findings of Fact and Conclusions of Law, and the Court having heard arguments presented by counsel for the respective parties and being advised sustains the plaintiff's motion and states Findings and Conclusions in addition to those set out in the Opinion filed herein on July 20, 1954, as follows:

FINDINGS OF FACT

1. The strike involved in this case was called by Jake Abbott, President of Local Union No. 6130.

2. Local Union No. 6130, in calling the strike by its president, did not act and was not authorized to act as an agent for the International Union of United Mine Workers of America or for District 19 thereof and had no authority whatever from the International Union or District 19 to call the strike or participate therein.

3. The Local Union, as such, did not sign any of the contracts alleged to have been violated and, as such, was not a party thereto.

4. The Local Union, as such, had no part in the negotiations leading up to or in the consummation of the bargaining agreement herein alleged to have been breached.

5. The International Union of United Mine Workers of America and the Local Union No. 6130 of United Mine Workers of America and District 19 thereof did not together constitute a single entity and did not bear such relation to each other that the acts of the Local were the acts of all three of them, and the act of the Local by engaging in the strike here in question was not the act of the defendant International Union or District 19 of the United Mine Workers of America.

CONCLUSIONS OF LAW

1. The relationship existing between the International Union and the Local were somewhat analogous to the relationship of a parent corporation to its subsidiary, but considered as a whole the relationship of the Union and the Local "is sui generis and simply will not fit into any of the traditional legal pigeonholes." Association of Westinghouse Salaried Employees v. Westinghouse Electric Corporation, 210 F.2d 623, 628, C.A. 3. Such relationship is not sufficient to render the International Union liable for unauthorized acts of the Local.

2. Under the constitution of the International, the Local is in many respects an autonomous entity without power or authority to act for or bind the International in respect to calling or promoting a strike in violation of a bargaining agreement entered into by the International.

3. The Local, not having been a party to the bargaining agreement alleged to have been violated herein, is not liable for breach of such contract nor for any damages arising therefrom.

/s/ H. Church Ford
Judge

August 5, 1954

UINTED STATES OF AMERICA
EASTERN DISTRICT OF KENTUCKY } *ss:*

I, Davis T. McGarvey, Clerk of the United States District Court for the Eastern District of Kentucky, do hereby certify that the annexed and foregoing is a true and full copy of the original ADDITIONAL FINDINGS AND CONCLUSIONS filed August 5, 1954 in the case of GARMEDA COAL COMPANY, as plaintiff vs. INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA, et al., as defendants, Civil Action No. 615-London Docket now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at London, Ky. this 16th day of January, A. D. 1958.

Davis T. McGarvey, *Clerk.*
By Bessie M. Greene, *Deputy Clerk.*